

BIDDER INFORMATION

Bidder's attention is called to Chapter 268A of the General Laws. In connection with this statute, bidder is required to submit the following information and any other information deemed necessary by the bidder.

Give full names and residences of all the persons and parties interested in the foregoing proposal. Give first and last names in full; in case of corporations, give names of President, Treasurer, and Manager; and in case of firms, give names of the individual members.

Kindly furnish the following information regarding the Bidder:

(1) If a Proprietorship:

Name of Owner _____

Business Address _____ Telephone _____

Home Address _____ Telephone _____

(2) If a Partnership:

Full names and addresses of all partners

Name _____ Address _____ Telephone Number _____

Business Address _____ Telephone _____

(3) If a Corporation:

Full Legal Name _____ Telephone _____

Full Names and addresses of President, Treasurer and Manager:

Name _____ Address _____ Telephone Number _____

State of Incorporation _____

Principal Place of Business _____

Qualified in Massachusetts _____ Place of Business in Massachusetts _____

(4) Give the following information regarding surety company:

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts? YES or NO? _____

Principal Place of Business _____

Place of Business in Massachusetts _____ Telephone _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was voted

(Date)

that _____

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

_____ under seal of the company, shall be valid and binding upon this company.

(Officer)

A TRUE COPY,

ATTEST: _____

(Signature/Title)

Place of

Business: _____

I hereby certify that I am the _____ of the _____

(Title)

(Name of Corporation)

that _____ is duly elected _____

(Officer, Name)

(Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

**If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

Subscribed and sworn to before me

(Corporate Seal)

If applicable (i.e., not necessary for sole proprietorships or partnerships)

this ____ day of _____, 20__

(Notary Seal)

Notary Public

My Commission Expires _____

CERTIFICATIONS

Statements below shall be duly dated and signed with an original signature or the Bid or Proposal will be rejected.

TAXES PAID: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

INDEMNIFICATION: The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

COMPLIANCE: The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

Authorized Signature

CERTIFICATE OF NON-COLLUSION

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Authorized Signature

WARRANTIES/GUARANTEES

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

Authorized Signature